

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
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**T.C. #: SPB04-850D**

**Title: DUPLICATING SUPPLIES, GROUPS 1, 3 and 4**

**This is an exclusive contract.**

CONTRACT TERM	FROM	MARCH 1, 2004	CONTRACT STATUS	NEW (XX)
	TO	FEBRUARY 28, 2006		RENEW ( )
VENDOR ADDRESS	FINISHED DOCUMENTS INC. 804 ROCHESTER DR BILLINGS MT 59101		VENDOR ADDRESS	
ATTN:	GORDON MOSURE		ATTN:	
PHONE:	(800) 743-3485		PHONE:	
FAX:	(406) 252-6091		FAX:	
E-MAIL:	MtMosure@aol.com		E-MAIL:	

PRICES: PER CONTRACT

DELIVERY: PER CONTRACT

F.O.B.: PER CONTRACT

TERMS: PER CONTRACT

REMARKS: **Contract with A.B. Dick Co. for groups 2, 5 – 15 was cancelled effective July 1, 2004.**  
Finished Documents Inc. is the exclusive contract holder for groups 1, 3 and 4.

IFB/RFP No.: SPB04-850D

DEVIN GARRITY, CONTRACTS OFFICER

DATE: 8/4/04

**AUTHORIZED SIGNATURE**

# Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors may be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

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Revised 11/03

### 1.0 INTRODUCTION

The State of Montana, Department of Administration, General Services Division, has established this exclusive term contract for the procurement of duplicating supplies in Groups 1, 3, and 4. Term contract SPB05-975J was established July 1, 2004, for the procurement of duplicating supplies in Groups 2, and 5 through 15. Please see that term contract for items in Groups 2, and 5 through 15. The purpose of this term contract is to secure uniform pricing, for a specified time, for duplicating supplies to be purchased on an “as needed, if needed” basis.

The State is aware of environmental concerns in the printing industry with the use of petroleum-based inks. Most, if not all, state print shops have already eliminated the use of petroleum-based inks in their shops. Therefore, petroleum-based inks that were listed on the previous term contract for duplicating supplies have been eliminated from this contract.

The State promotes the use of agri-based inks. These inks are made predominantly from non-toxic soybean oil instead of petrochemicals. Typically, soy-based ink contains 20% to 100% soy oil, which is also a renewable resource. The use of soy and other vegetable oils reduces VOC emissions and creates a safer work environment for print shop employees.

### 2.0 EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is considered to be an “Exclusive” use contract and state agencies must obtain the specified product/service from the contract holder(s), unless the contract allows otherwise. However, the State Procurement Bureau does not guarantee any minimum usage totals and it is the individual agency’s responsibility to comply with the terms of the contract.

### 3.0 COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the contractor objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

### 4.0 PURCHASING CARD

The State of Montana has a Purchasing Card (GE MasterCard) Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

**5.0 CONTRACT PROVISIONS AND TERMS**

**5.1 CONTRACT TERM**

This contract shall take effect on March 1, 2004, and terminate on February 28, 2006, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

**5.2 CONTRACT RENEWAL**

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of five years.

**5.3 CONTRACT TERMINATION**

The State may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 60 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**5.4 COST/PRICE ADJUSTMENTS**

After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

**6.0 ORDERING PROCEDURES**

Agencies shall order directly from the Contractor in accordance with the terms and conditions of this contract. Orders shall reflect contract prices in effect on the date of order issuance. Agencies shall use the following ordering procedures. The State reserves the right to change these ordering procedures as needed.

- 6.1** Orders may be placed by telephone, e-mail, or by mailing or faxing a purchase order or other appropriate order document to the Contractor.
- 6.2** If orders are placed by telephone, they must be followed by a mailed or faxed purchase order or other appropriate order document.
- 6.3** Purchase orders or other appropriate order documents must include part number(s), quantity, price, ship to address and bill to address, and must reference this Term Contract number.
- 6.4** The Contractor will provide requesting agencies with a complete product listing, or maintain a website with information on duplicating supplies and accessories.

## **DUPLICATING SUPPLIES – GROUPS 1, 3 AND 4**

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### **7.0 DELIVERY**

- 7.1** All ordered products are to be delivered within 30 days from the date of receipt of an order. Failure to meet the 30-day delivery schedule may result in cancellation of the order and/or this contract.
- 7.2** If the Contractor is unable to meet the maximum delivery schedule of 30 days, the ordering agency must be notified and an alternate delivery schedule may be mutually agreed upon.
- 7.3** Agencies requesting an alternate, expedited delivery schedule must be contacted if the alternate schedule cannot be met. If an alternative delivery schedule cannot be negotiated, the State reserves the right to cancel the order.
- 7.4** Shipments shall all be F.O.B. destination.

### **8.0 CONSIDERATION/PAYMENTS**

- 8.1** In consideration for the products and services to be provided, the ordering agency will pay within 30 days of receipt of a properly executed invoice. The Contractor will bill each agency directly for products and services provided.
- 8.2** The ordering agencies may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract.

### **9.0 TERM CONTRACT REPORTING**

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due July 15, 2004.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

### **10.0 SPECIFICATIONS**

<b>FINISHED DOCUMENTS, INC. IS THE EXCLUSIVE CONTRACT HOLDER FOR THE FOLLOWING GROUPS.</b>
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#### **GROUP 1 ELECTROSTATIC MASTERS**

- |  | <b>Unit Price</b> |
|--|-------------------|
| 1. Electrostatic Roll Material for Multigraphics<br>TOMOE GAWA ELECTROSTATIC MASTERS | 2500              |

## DUPLICATING SUPPLIES – GROUPS 1, 3 AND 4

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- |    |   |                   |                                  |
|----|---|-------------------|----------------------------------|
| 2. | 9625  | 12 ¼" x 325' Roll | <u>\$62.00 / roll (long run)</u> |
|    | Electrostatic Roll Material for Multigraphics | 2500              |                                  |
|    | TOMOEAWA ELECTROSTATIC MASTERS                |                   |                                  |
|    | 9610  | 10" x 325' Roll   | <u>\$50.00 / roll (long run)</u> |
|    |   | 2 per Carton      |                                  |

### GROUP 3 ELECTROSTATIC SOLUTIONS

- |    |                        |           | Unit Price                  |
|----|------------------------|-----------|-----------------------------|
| 1. | Electrostatic Solution |           |                             |
|    | GENIE BRAND CS 0104    |           |                             |
|    | 4-1080                 | 1 Gallon  | <u>\$12.59 / gallon</u>     |
|    | 4-1080-5               | 5 Gallon  | <u>\$60.00 / 5-gallon</u>   |
|    | 4-1080-55              | 50 Gallon | <u>\$599.00 / 50-gallon</u> |
| 2. | Genie Etch Solution    |           |                             |
|    | GENIE BRAND CS 0104    |           |                             |
|    | 4-1080                 | 1 Gallon  | <u>\$12.59 / gallon</u>     |
|    | 4-1080-55              | 50 Gallon | <u>\$599.00 / 50-gallon</u> |

### GROUP 4 ELECTROSTATIC DEVELOPER MIX AND TONER

- |    |  |       | Unit Price             |
|----|--|-------|------------------------|
| 1. | Developer/Toner for MG2500 Master Imager |       |                        |
|    | ESKOFOT PREMIUM LIQUID TONER             |       |                        |
|    | LT0101                                   | Quart | <u>\$11.91 / quart</u> |
| 2. | Dispersant for MG 2500 Master Imaging    |       |                        |
|    | ED 0105                                  | Quart | <u>\$3.60 / quart</u>  |